

Operation & Management Plan

Regional Shared-Use Kitchen

Prepared for:

Dartmouth Grange No. 162, Inc.
1133 Fisher Road
Dartmouth, MA 02747

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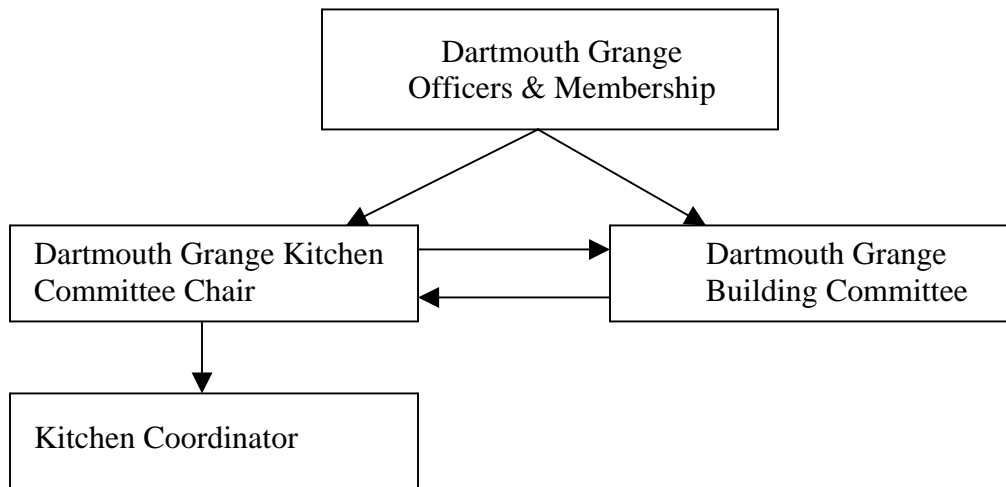
I. Management Objectives

The Regional Shared-Use Kitchen will provide and maintain a modern, licensed, certified, clean and sanitary workplace for use by small food entrepreneurs and businesses for the production of a variety of food products. It will encourage the growth and development of specialty food processing businesses that support local farming businesses and encourage consumers to buy and eat locally grown products.

Economic Development Goals:

- ◆ To enhance the regional agricultural base through market development and promotion of value-added to agricultural products
- ◆ Enhance agricultural profitability
- ◆ To support expansion in the food and agricultural industry
- ◆ To assist in the development of an association for marketing and distribution of products produced in the Regional Shared-Use Kitchen
- ◆ To encourage the start-up of new small food processing businesses
- ◆ To create jobs in local agriculture related food processing businesses
- ◆ To assist in the technical aspects and entrepreneurial training tailored to meet the needs of agriculturally related small food processing businesses

II. Dartmouth Grange No. 162 Organizational Chart



III. Responsibilities and Authority

Dartmouth Grange No. 162, Inc. has ultimate responsibility for the operation and maintenance of the Regional Shared-Use Kitchen. User agreements to utilize space within the Kitchen will be executed by the Grange based on recommendations provided by the Kitchen Coordinator. The Grange is responsible for maintenance of the building and its surrounding property. Dartmouth Grange No. 162, Inc, will employ the Kitchen Coordinator.

The Kitchen Committee, operating under authority of the Dartmouth Grange No. 162, Inc., is responsible for the oversight of the Kitchen. A member of Dartmouth Grange No. 162, Inc. will serve as Chair of the Kitchen Committee. The Chair will make recommendations to the Grange membership for policy changes. Further, the Chair will ensure that the Regional Shared-Use Kitchen operates according to the management objectives contained in this plan.

The Kitchen Coordinator is responsible for the day-to-day operations of the Regional Shared-Use Kitchen. Duties include: financial and User record keeping, facility promotion, scheduling, fee collection, User selection, technical assistance in product development, referrals for assistance for product development, orientation and training. The Kitchen Coordinator will meet with all new Users, prior to scheduling, to review their production plans to be sure the food is being prepared through a safe process. The Kitchen Coordinator will also observe the first production of the product. The Kitchen Coordinator will ensure Users are complying with the policies of the Regional Shared-Use Kitchen. The Kitchen Committee Chair will supervise the Kitchen Coordinator.

IV. Operations Policies and Procedures

a. Services and Responsibilities

The Dartmouth Grange No. 162, Inc, as facility operator, will:

1. Provide cleaning and janitorial services in the office and common space.
2. Provide necessary repairs, replacements and required maintenance to kitchen equipment, plumbing, wiring, roof, supporting structural members,

locks and heating. (Exclusive of repairs due to negligence or misuse, whether accidental or intentional.)

3. Provide basic utilities for office space and common areas.
4. Provide use of stoves, sinks, refrigerators, freezers, counters and individual storage areas.
5. Provide kitchen heating, cooling and lights.
6. Provide exterior maintenance including lighting.
7. Provide snow removal.
8. Provide solid waste disposal.
9. Provide oversight for safe production.
10. Provide cleaning supplies.

The facility user will:

1. Maintain hazard and liability insurance on the premises.
2. Maintain public and product liability insurance while lease is in effect.
3. Allow the Dartmouth Grange No. 162, Inc., or its designee, access to the leased space for purposes of maintenance and inspections.
4. Ensure compliance with all local, state and federal statutes.
5. Maintain current Food Handlers Certificate.
6. Clean kitchen equipment and facility before and after each use to acceptable standards as determined by the Dartmouth Grange
7. Supply utensils and specialized equipment.

b. Hours of Operation/Access

The Regional Shared-Use Kitchen will be available for use on an as needed basis as coordinated by the Kitchen Coordinator 24 hours per day, seven days per week. Access to the facility will be via an electronic keypad.

c. Scheduling

Scheduling of kitchen time will be on a first reserved, first served basis for members, and as available for non-members. The schedule for the upcoming month will be made available by the first day of the preceding month for users to sign up for time and facility areas needed. A sign in/sign out sheet will be posted in the kitchen for Users to keep track of hours used.

Cancellations and/or changes must be made to the Kitchen Coordinator in writing three days in advance to avoid being billed for all scheduled time. A refund of 50% of the original scheduled user fee will be credited for cancellations made 24 – 35 hours in advance. “No shows” and cancellations made less than 24 hours in advance will be billed 100% of their scheduled production time.

In the event of inclement weather, the closing of the Dartmouth Public Schools will determine the closing of the Regional Shared-Use Kitchen. If the public schools are closed, Users will not be billed for scheduled kitchen time. If the schools remain open, the cancellation policy listed above will be in effect.

d. Insurance

All Users must provide Certificates of Insurance prior to using the Regional Shared-Use Kitchen. All certificates must be maintained for the duration of the lease, listing Dartmouth Grange No. 162, Inc. as the Certificate Holder and as the Additionally Named Insured under the General Liability Insurance. All insurance shall be placed with insurance companies licensed to do business in the Commonwealth of Massachusetts with a “Best’s” rating of A- or better. Certificates of Insurance shall contain a provision for at least 30 days notice to the certificate holder of cancellation or non-renewal of the insurance indicated on the certificate. Certificates must be signed by an authorized agent of the Insurance Company and show proof of the following limits of insurance, or as required by law, whichever is greater:

1. General Liability including contractual, independent contractors, products/completed operations:
Each Occurrence \$1,000,000.
General Aggregate \$2,000,000.
2. Worker's Compensation and Employers Liability (if the User has employees)
3. Business Auto, including Non-owned and Hired, \$1,000,000 CSL if the User uses any vehicles in the conduct of its business.

e. Food and Equipment Sanitation

All Users of the Regional Shared-Use Kitchen, whether regular or occasional, will be required to complete the Regional Shared-Use Kitchen course on Food and Equipment Safety and Sanitation. Employees of a User cannot work in the processing area without the User present unless they have completed the course. Courses will be offered at the Kitchen on an as needed basis. Upon completion, each User will be issued a dated *Food and Equipment Safety and Sanitation* certificate that will be effective for a period of one year. The User will sign and initial the Regional Shared-Use Kitchen Orientation Training Sheet indicating acknowledgement and agreement to the policies and procedures of the Regional Shared-Use Kitchen. The full Equipment Cleaning and Sanitation policy can be found as Appendix F to this document.

f. Cleaning

Users are responsible for cleaning and sanitizing of the kitchen areas they utilize. A cleaning deposit of \$50.00 is required upon signing the User Agreement. This deposit will be held to offset any costs incurred by the Regional Shared-Use Kitchen in the event of non-compliance by a User with the sanitation procedures.

A *Sanitation Check Sheet* will be provided by the Kitchen Coordinator for Users to document areas of the facility that may be in need of attention. The Kitchen Coordinator will determine the User in violation of the cleaning and sanitation procedures and give said User the option of personally rectifying the problem or be billed to have the facility cleaned according to protocol.

g. User Selection

All prospective Users must complete a User Application. Upon receipt of the completed User Application, the Kitchen Coordinator will schedule an interview with the prospective tenant to review kitchen policies and procedures.

In order to be considered for facility use, applicants must meet the following requirements:

- 1.) Compatibility with local zoning requirements
- 2.) Appropriate space and equipment availability
- 3.) Appropriate business type
- 4.) Execution of a User Agreement
- 5.) Conducting a legal business activity

Other selection criteria include:

- 1.) Use of locally grown farm products
- 2.) Demonstrated need for Regional Shared-Use Kitchen facility
- 3.) Commitment to prepare a business plan

Appendix A: User Application

Regional Shared-Use Kitchen
User Application

Date: _____

Name: _____

S.S.#: _____

Email Address: _____

Phone Number: (____)_____

HomeAddress: _____

City: _____

State: _____

Zip Code: _____

Business Name: _____

Business Address: _____

City: _____

State: _____

Zip Code: _____

Business Information:

Check one:

A. Business Start-Up: _____ Anticipated Start-Up Date: _____

New (1st yr.): _____ Start Date: _____

Existing: _____ Start Date: _____

B. What are your approximate annual sales? _____

C. Legal Status:

Sole Proprietor: _____ Partnership: _____ Corporation: _____ Other: _____

If incorporated, in which state: _____

If a partnership, please list all partners:

D. Do you have a Business Plan? Y N

If yes, please attach a copy to the application. The plan will be reviewed by the Kitchen Coordinator and returned.

E. Do you have product liability insurance? Y N

Name of Insurer: _____

Amount of Liability: _____

F. Number of employees:

Full Time _____

Part Time _____

G. What is your target market?

H. Would you need business assistance services? (*While the facility cannot provide all assistance directly, we can provide referrals to many local resources.*)

Computer _____	Telephone _____	Copier _____
Package Design _____	Fax _____	Marketing _____
Distribution _____	Item Pricing _____	Labeling _____
Bus. Planning _____	Bookkeeping _____	Secretarial _____
Other _____		

Describe other business needs: _____

Product Information:

A. List and describe product(s):

<i>Name</i>	<i>Description</i>	<i>Basic Ingredients</i>	<i>Volume (specify)</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Describe production process:

Additional Comments:

C. Has your recipe been tested for:

pH _____ Results: _____
Water Activity _____ Results: _____
Shelf Life _____ Results: _____
Testing Service: _____

D. Equipment needs: _____

E. Processing Needs:

Number of Hours Week/Months

Comments: _____

F. Storage Needs:

Dry _____ Sq. Ft.
Cooler _____ Sq. Ft.
Freezer _____ Sq. Ft.

Comments: _____

“IN ACCORDANCE WITH FEDERAL LAW AND U.S. DEPARTMENT OF AGRICULTURE POLICY, THIS INSTITUTION IS PROHIBITED FROM DISCRIMINATING ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY. (NOT ALL PROHIBITED BASES APPLY TO ALL PROGRAMS.)

For Federal Government reporting purposes, please check appropriate data that pertains to you as an owner below:

A. ☐ Female owned
☐ Male owned

B.	<input type="checkbox"/>	White	<input type="checkbox"/>	African American	<input type="checkbox"/>	Asian
	<input type="checkbox"/>	Hispanic	<input type="checkbox"/>	American Indian	<input type="checkbox"/>	Other

Appendix B: Regional Shared-Use Kitchen User Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Dartmouth Grange No. 162, Inc. hereinafter “DGI” and its facility the Regional Shared-Use Kitchen hereinafter “RSK” and _____ hereinafter “User.”

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Service to be provided:

The DGI agrees to provide User access to and use of all facilities at the Regional Shared-Use Kitchen upon those terms and conditions stated herein. Facilities and services provided shall include, but not be limited to, use of stoves, sinks, refrigerators, freezers, counters, storage areas, dressing rooms, and other such services in common with those other Users of the RSK as DGI may decide to admit from time to time. All products and ingredients are to be removed from the facility at the end of scheduled production time unless pre-arranged with the Kitchen Coordinator or held in appropriate pre-paid spaces.

2. Use of Facilities:

User agrees to restrict its use of the RSK facilities and all related office services and facilities provided in conjunction therewith including usage of telephone, copier, computer, and fax machines to appropriate business purposes associated with the User’s pursuit of the commercial development and production of food products and services only. Specifically, User shall not use the office services and facilities for personal use or otherwise engage in any conduct which disturbs the use and enjoyment of the RSK facilities by any other User of the RSK, or otherwise engage in any conduct on the premises which is deemed to be a nuisance or constitute harassment of persons on or off the premises. Children and minors are not allowed in the production areas at any time. Animals are prohibited at all times.

3. Terms of Agreement:

The Term of this Agreement shall be month to month, commencing _____; provided, however, this agreement may be terminated by either party for any reason upon thirty (30) days prior written notice given in accordance with Section 27 below.

4. Rate, Fees, Deposits, Other Charges:

- a. The User will be charged in accordance with the Regional Shared-Use Kitchen Production and Storage Rate Schedule in Appendix E, effective _____.
- b. This schedule may be changed by the Regional Shared-Use Kitchen at its discretion, upon (30) days prior written notice to the User.
- c. Production Use Rates, per the rate schedule in Appendix E, shall be due and payable in full on the day of use. User shall pay to the RSK a late charge of 1 1/2% per month for overdue Production Use Fees. The late charge shall begin 7 days following production.
- d. Storage Use Rates, per the Rate Schedule in Appendix E and as billed on or about the 1st of each month by the RSK, shall be pre-paid by the 20th of each calendar month for the next month. User shall pay to the RSK a late charge of 1 1/2% per month.
- e. Occasional or One-time Use Rate will be charged per the rate schedule in Appendix E. The fee is payable in advance upon scheduling of the facility together with refundable cleaning and security deposits as detailed in Appendix C. Fifty (50) % of the Use Fee is refundable for cancellation 24 hours in advance. The User will execute a User Agreement.
- f. Association Membership Fee: Users of the RSK are eligible for membership in the RSK Association according to the schedule in Appendix C. Certain benefits accrue to Association Members as detailed in Appendix C and herein incorporated by reference.
- g. Orientation Fee: All Users must attend an Orientation Session and receive a Certificate of Completion before they can use any production facilities. The details and fees are described in Appendix C.
- h. A Security Deposit will be charged to each User to insure the full and faithful performance by User of the terms herein. If User fully complies with and faithfully performs all of the covenants and conditions of this Agreement required on its part to be performed, then RSK shall return the security deposit to User upon termination of this agreement. If User does not fully comply with or faithfully perform all such covenants and conditions of this Agreement, then RSK may use the security deposit to pay amounts owed by User, including damages and attorney's fees. The details of the security deposit are contained in Appendix C.
- i. A Cleaning Deposit will be charged to each User to insure full compliance with the RSK's Sanitation and Cleaning Policies. If the User does not fully comply with or faithfully perform the required procedures then the RSK may use the cleaning deposit to pay amounts paid for proper sanitation and cleaning. The details of the cleaning deposit are contained in Appendix C.
- j. Other Charges:
 1. A fee of \$20.00 will be charged for dishonored checks.
 2. A late fee of 1-1/2% of the monthly bill will be charged, plus and necessary collection fees and expenses.

- k. Additional policies governing the Rate and Deposit Schedule are detailed in Appendix D and incorporated herein by reference.

5. Schedule for Operations:

The parties recognize and understand that the kitchen facilities and equipment at the RSK are utilized by multiple Users and, thus, that all access and use of the facilities must be scheduled in advance by RSK Coordinator or designated staff. Advance reservations for inclusion in the RSK production schedule must be made with the RSK Coordinator directly. Scheduled production time is based on a first-reserved, first-served basis. A refund of 50% or the original scheduled user fee will be credited for cancellations made 24-35 hours in advance. “No shows” and cancellations made less than 24 hours in advance will be billed 100% of their scheduled production time.

User shall not access or utilize the processing facilities outside of the designated schedule without prior consent of RSK Coordinator or designated staff; provided, however, User may enter the premises during non-scheduled periods for the limited purpose of picking up or delivering materials or supplies to the extent such conduct does not interfere with other Users use of the facilities during their scheduled period.

6. Security:

The RSK assumes no responsibility for the security of any equipment or supplies the User brings for use at the RSK nor for the conduct or actions of any other Users, employees or agents of a User at the RSK facilities. Any additional security of the storage arrangements shall be the User’s sole responsibility with written permission from the RSK. User shall supply a duplicate key and/or lock combination to the RSK for use upon visitations by inspectors.

User shall be solely responsible for the supervision and control of all agents and employees of the User who utilize or otherwise access the RSK facilities in furtherance of the User’s use hereunder, and User agrees to indemnify, defend and hold harmless Dartmouth Grange No. 162, Inc., its membership and employees from and against any and all claims, liability and causes of action arising out of or in any way related to the actions of the User and/or its agents or employees while present on the RSK premises.

User supplied equipment may be stored at the RSK free of charge provided other facility Users are allowed to use said equipment. The Kitchen Manager will facilitate bringing interested Users together with the owner of said equipment, but the RSK assumes no liability for the damage or loss of User supplied equipment.

7. Relationship of RSK and User and Disclosure Agreement

User shall not use any trademark, service mark, or trade name of the DGI or RSK, nor shall User hold itself out as having any business affiliation with RSK, without having specific written consent from RSK. Neither shall RSK use any trademark, service mark, or trade name of User, nor shall RSK hold itself out as having any business affiliation

with User, without having specific written consent from User. User and RSK will mutually execute a Disclosure Agreement that is attached and marked as Appendix G and herein incorporated by reference.

8. Access to RSK:

User will be provided an access code to the RSK. Use of the code is strictly limited to use by the User only. Issuance of the access code is subject to User's signature on the User Agreement. Upon termination of Agreement, User's code will be voided. Damages incurred by the facility while the User's number is active will be the responsibility of the code holder. At the discretion of the RSK codes may be changed to assure the integrity and security of the facility.

9. Improvements and General Administration:

DGI reserves the right to make improvements at any time to the RSK facility, which may include but not be limited to, making changes in rules of operations, accessibility, User identification, security procedures, and support services. Notification of any possible inconvenience to the User will be made by DGI in a timely manner.

10. Damage:

DGI is hereby released from any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting from any cause whatsoever, and for any damage, injury, or inconvenience caused by interruption of utility service.

11. Eminent Domain:

If, during the term of this Agreement, all of the premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, this Agreement shall terminate and the fees shall abate for the unexpired portion of this Agreement, effective as of the date of the taking of said premises, and DGI shall not be held liable for any inconvenience or damage said termination may cause to User.

12. Excusable Delays:

DGI shall not be liable by reason of failure in performance of this Agreement in accordance with its terms, if such failure arises out of causes beyond DGI's control or discretion and/or without fault or negligence of DGI.

13. Surrender of Premises:

Users shall promptly yield and deliver to the DGI possession of the RSK premises at termination of this Agreement and, in the event that DGI is required to bring any action for enforcement of the covenants, terms and conditions of this Agreement, and shall be

successful in such action, User, in addition to all other payment required herein, shall pay all the costs and reasonable attorney's fees for any actions brought by DGI.

14. Quiet Enjoyment:

The User and/or its agents, upon fully complying with and properly performing the terms and conditions of this Agreement, shall be entitled to use and enjoyment of the RSK on the terms set forth herein, subject to joint use of the premises by such other RSK Users as DGI in its sole discretion shall permit from time to time. Children and minors are not permitted in the RSK production or storage areas at any time. Animals are prohibited.

15. Assignment:

User shall not assign or transfer this Agreement or any interest therein, nor sublet the whole or any part of the RSK premises, nor shall this Agreement or any interest hereunder be assignable or transferable by the operation of law or by any process or proceeding of any court, or otherwise, without the written consent of DGI.

16. Liability of User:

DGI shall not be liable for: any damage to either person or property sustained by User or by any third party arising in any way out of the User's use, operation, occupancy of RSK premises, or sale, or distribution of any product manufactured by User utilizing the RSK premises. User covenants and agrees to indemnify, defend, and save harmless Dartmouth Grange No. 162, Inc., its membership and employees, from all claims, costs and liabilities arising from, or in connection with: damages or injuries to persons (including death) or property in, upon, or about the RSK premises, any portions thereof, or resulting from the sale, distribution and use of any product manufactured by the User on RSK premises.

Further, the User agrees to be fully responsible for the conditions and safety of their work site; including the fact that the User is responsible for the safe utilization of the processing equipment and facility. User agrees to maintain insurance coverage on the personal property of the User and waives any right of recovery and subrogation against DGI or other Users of the premises for any loss or damage to said property regardless of the cause of any such loss or damage. Failure of the User to maintain insurance coverage shall not invalidate this waiver. It shall be the responsibility of the User to advise their Insurance Company of this waiver and the failure of the User to so advise their Insurance Company shall not invalidate this waiver.

17. Public and Product Liability Insurance:

The User shall provide Certificates of Insurance, prior to using the RSK and shall maintain for the duration of this Agreement, showing Dartmouth Grange No. 162, Inc. 1133 Fisher Road Dartmouth, MA 02747, as the Certificate Holder and as Additionally Named Insured under the General Liability insurance, signed by an authorized agent of the Insurance Company and showing proof of the following minimum limits of insurance, or as required by law, whichever is greater.

1. General Liability including contractual, independent contractors, products/completed operations.
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000
2. Worker's Compensation and Employers Liability (if the User has employees).
3. Business Auto, including. Non-owned and Hired, \$1,000,000 CSL if the User uses any vehicles in the conduct of its business.

All insurance shall be placed with insurance companies licensed to do business in the Commonwealth of Massachusetts with a "Best's rating of "A-" or better. Certificates of Insurance shall contain a provision for at least thirty (30) days notice to the certificate holder of cancellation or non-renewal of the insurance indicated in the certificate. The original certificate shall be mailed to DGI RSK and a copy to DGI's insurance agent within twenty (20) business days of signing this Agreement. Failure to provide and maintain the required Certificates of Insurance to both DGI and its agent will be a breach of this Agreement by the User and this Agreement will be null & void. The insurance provided by the User shall be primary with the respect of any and all claims for injury to persons or damage to property arising out of the making of this Agreement and their insurance companies of the User shall have no recourse against DGI including for payment of premiums thereon. This requirement may be waived by the DGI for a period not exceeding thirty (30) days during the Users initial occupancy provided that during such period User shall not sell, distribute or otherwise make available for consumption any product manufactured by the User using the RSK facilities.

18. Food and Equipment Safety and Sanitation Rules and Regulations:

All RSK Users, whether regular or occasional users will be required to complete the RSK course on Food and Equipment Safety and Sanitation. Employees of a User cannot work in the processing areas without the User present unless they have completed the course. The course will be offered at the RSK on a regular basis. Upon completion, each User will be issued a dated *Food and Equipment Safety and Sanitation* certificate, which will be effective for a period of one year. The User will sign and initial the RSK Orientation Training Sheet indicating acknowledgement and agreement to the policies and procedures of the RSK.

19. Unlawful Use:

User shall not use the RSK premises or any parts thereof to be used for any person in violation of any municipal, county, state or federal ordinance or law. User agrees to comply with all applicable policies, procedures and regulations of DGI and RSK unless the same are specifically waived in writing and signed by the persons designated on the signature page of this Agreement. Only products that will be used for human consumption will be deemed appropriate for manufacturing in the RSK, unless otherwise specifically approved in writing by DGI.

20. Signs and Advertising:

No signs or other advertising matter shall be attached or painted on the RSK premises or in the windows thereof without prior written approval of DGI.

21. Inspection:

The DGI shall have the right to inspect the RSK premises at all reasonable times and reserves the right to enter the same whenever DGI, at its discretion, determines that it is reasonably necessary.

22. Destruction:

In the event the RSK premises or items therein should be damaged by fire or other casualties so as to render them unusable, DGI shall have the option to repair and restore the property or to terminate this Agreement by giving the User written notice within thirty (30) days after such damage occurs. If DGI elects to restore and repair the equipment or premises, the RSK shall commence and prosecute the work with due diligence. If DGI fails to notify the User of its choice to either repair premises or terminate lease within the thirty (30) days period, DGI shall be deemed to have elected to terminate the Agreement and this Agreement with all rights hereunder shall terminate automatically on the first day of calendar month occurring after said damage.

23. Default:

As time is of the essence, User will have three (3) days after written notice from DGI to remedy any situation that DGI brings to the attention of the User. A violation, breach or failure to keep or perform any covenant agreement, term or condition of this Agreement shall not continue more than three (3) days after the situation is specified in written notice to the User from DGI. If more than three (3) working days pass without any corrective action taken by the user, DGI at its option may immediately declare User's right under this Agreement terminated. Furthermore, DGI may enter the RSK premises, including all storage areas, to repossess the premises and remove User's property. DGI will not be obligated to remove User's property nor be liable for any damage of User's property. Also, notwithstanding the foregoing, if User verbally or physically assaults any person at RSK or has stolen any property from RSK or other Users or has committed any unlawful act then DGI shall have the right to terminate this Agreement immediately.

24. Non-Discrimination:

User covenants that no person, on the grounds of race, color, religion, sex, age, national origin, disability or mental status, shall be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination in User's personnel policies and practices or in the use or operation of the RSK by User.

25. General:

- a. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts venue shall be in Bristol County, Town of Dartmouth, Massachusetts.
- b. DGI makes no representations, warranties, or guarantees, expressed implied, including, without limitation, any warranties for the merchant-ability or the fitness for the intended use, of the RSK facilities, other than the express representations, warranties, and guarantees contained in this Agreement.
- c. User acknowledges that he/she has read, or had read to him/her this Agreement, including all printed language, understands it, and agrees to be bound by its terms, and furthermore agrees that this Agreement constitutes the entire Agreement between the parties, and supersedes all proposals, oral and written, and all negotiations, conversations, or discussions hereto or had between the User or DGI or the RSK related to subject matter of this Agreement.
- d. User further acknowledges that he/she has inspected the premises and accepts them “as is” for the purposes of User’s use during the term of his/her involvement in the Regional Shared-Use Kitchen.

26. Amendments:

This Agreement may be amended by mutual consent so long as the amendment is in writing, executed by the officials, or their successors, who executed the original Agreement, and attached hereto.

27. Notice and Communications:

All written notices or official written communications which may be required under this Agreement shall be mailed by regular mail and/or as follows unless additional mailing requirements are required by the document: Written notices and communications from the RSK to the User shall be mailed to (To be filled in by the User):

E-mail address: _____

Written notices and communications from User to DGI and RSK shall be directed to:

Dartmouth Grange No. 162, Inc.
Regional Shared-Use Kitchen
1133 Fisher Road
Dartmouth, MA 02747

This User Agreement with attachments is acknowledged, accepted and agreed to

By: _____ Dated this _____ day of _____ 20____.
(User)

By: _____ Dated this _____ day of _____ 20____.
(User)

By: _____ Dated this _____ day of _____ 20____.
(Kitchen Coordinator, RSK)

By: _____ Dated this _____ day of _____ 20____.
(Kitchen Committee Chair, DGI)

TERMINATION:

Date: _____ By: _____

Reason: _____

Cleaning Deposit Refunded:

Amount: _____

Date: _____

Security Deposit Refunded:

Amount: _____

Date: _____

Received By: _____

Signed: _____ Date: _____
(User)

Appendix C: Facility Fee and Deposit Rate Schedule

I. Fees

- A. An optional Regional Shared-Use Kitchen Association fee of \$125.00 is due upon signing the User Agreement. This fee is non-refundable, will be prorated for a partial year and is subject to change. Membership in the Regional Shared-Use Kitchen Association is from July 1 to June 30. Membership renewal is due by July 1st each year.

Benefits of membership in the Regional Shared-Use Kitchen Association include:

1. Associate Membership in the Dartmouth Grange No. 162, Inc.
2. Waiver of Orientation Fee
3. Discounted hourly kitchen use rates
4. Priority scheduling for production and storage areas
5. Technical assistance

- B. An Orientation Fee of \$25.00 is due when orientation is provided and is non-refundable. This fee is waived for Association members.

The orientation to the Regional Shared-Use Kitchen includes:

1. Sanitation training
2. Equipment demonstration and training
3. Food safety training

II. Deposits

- A. A cleaning deposit of \$50.00 is required upon signing of the User Agreement. This deposit will be held to offset any costs incurred by the RSK in the event of non-compliance by a User with the sanitation procedures. Said User is not allowed to use the RSK facility until their cleaning deposit account has a minimum of \$50.00. The total amount, or balance, will be refunded upon termination of the User Agreement and may be adjusted as needed.
- B. A security deposit of \$200.00 is required upon signing the User Agreement. This deposit is refundable upon termination of the User Agreement, provided all fees have been paid and all terms of the User Agreement have been satisfied. The deposit may be adjusted as needed.

Appendix D: Regional Shared-Use Kitchen Rental and Use Policy

1. All scheduled kitchen production and rental times include a free half hour for pre-inspection and one full hour post-production cleaning.
2. Scheduled time is available on a first reserved, first served basis and is based on advanced reservations. Should a facility user need a regular schedule for an extended period of time, a request may be made in writing to the Kitchen Coordinator. The request will be presented to the facility review panel for approval.
3. Advanced reservations for production areas are required. The Kitchen Coordinator may accommodate other requests on a case-by-case basis.
4. Off hour production is from 9:00 PM to 5:00 AM seven days per week. Users in good standing may utilize the facility during this time for a 20% discount off their regular production rate (members \$16.00 per hour, non members \$20.00 per hour).
5. The Regional Shared-Use Kitchen is not liable for equipment down time. In the event of equipment failure, or other facility issues that compromise production, credit for lost hours may be applied on a discretionary basis. Users must fill out a *Facility Incident Report* within 24 hours of the occurrence to be eligible for credit.
6. Cancellations and/or changes must be made to the Kitchen Coordinator three (3) days in advance in writing to avoid be billed for all scheduled hours. A refund of 50% of the original scheduled user fee will be credited for cancellations made 24-35 hours in advance. “No Show” and late cancellations will be billed at 100% of the Users scheduled production time.
7. Dry storage space is available on a pre-pay basis only and on a first reserved, first served policy. Users must notify the Kitchen Coordinator in writing of any changes in the storage use for the coming month by the 25th of the previous month in order to avoid being billed. Requests for storage made after the 25th of the month will be accommodated on a discretionary basis. RSK must be provided access to any locked storage areas and made available for safety and sanitation inspections as necessary.
8. Freezer and cooler storage space is available for weekly rental on a first reserved, first served basis. Users must notify the Kitchen Coordinator in writing of any changes in storage use for the coming week by the previous Friday to avoid being billed.
9. Production Use Rates are due and payable in full on the day of use. User shall pay to the RSK a late charge of 1 1/2% per month for overdue Production Use Fees. The late charge shall begin 7 days following production.
10. A \$20.00 fee will be charged for returned checks.
11. All production rates and fees are subject to revision.

Appendix E: Kitchen Production and Storage Rate Schedule

Production Area	Unit	Association Member Rate	Non-member Rate
Dry/Wet Production	Hourly	\$20.00	\$25.00
Storage			
Pallet (4' X 5')	Monthly	\$15.00	\$25.00
Secured Cage	Monthly	\$15.00	\$25.00
Cooler (per linear ft)	Weekly	\$5.00	\$10.00
Freezer (per linear ft)	Weekly	\$5.00	\$10.00

Appendix F: Equipment Cleaning and Sanitation Policy

I. Pre-Operational Sanitation:

Objective – All equipment will be cleaned and sanitized prior to starting production and upon completion of production.

A. General Equipment Cleaning:

The User conducts an organoleptic inspection (using sight and smell) of the processing area prior to the start of any production. The inspection will include visual verification that the facility and equipment was left clean of debris, any materials from prior production, or any foreign material that might be in the room, as well as the presence of any off odors.

1. Pre-Cleaning Procedures:

- a. Debris is swept up and discarded.
- b. All surfaces are rinsed with potable water.
- c. All surfaces are cleaned with an approved cleaner, according to manufacturers directions.
- d. All surfaces are rinsed with potable water.
- e. All surfaces are lightly sprayed with an approved, no rinse sanitizer.

2. Implementing, Monitoring, and Record keeping:

- a. The User will perform an organoleptic sanitation inspection (using sight and smell) prior to the start of production.
- b. Each step of the sanitation procedure will be recorded on the Sanitation Check Sheet at Pre-Operations check and any noticeable sub-standard cleaning or off odors will be logged in.
- c. The Kitchen Coordinator will review the Sanitation Check Sheets regularly for compliance and follow up.

3. Corrective Actions:

- a. When the User determines that the equipment, tools or production rooms do not pass organoleptic inspection, the cleaning procedure and re-inspection must be repeated.
- b. The User reports the deficiency to the Kitchen Coordinator so that appropriate action can be taken.

B. Cleaning of Facilities - Includes Floors, Walls, Drains, and Ceilings:

1. Post-Cleaning Procedures:

- a. The equipment is unplugged and disassembled.
- b. Cover motors to prevent water damage.
- c. Parts are placed in the designated wash sink for cleaning.
- d. Product debris is physically removed.

- e. Equipment parts are rinsed with fresh potable water to remove remaining debris.
 - f. An approved cleaner is applied to the equipment parts and cleaned according to manufacturers directions.
 - g. Equipment parts are rinsed with fresh potable water to remove cleaner.
 - h. The equipment is reassembled.
 - i. The equipment is sanitized with an approved sanitizer.
2. Cleaning Frequency:
- a. All equipment is to be cleaned and sanitized at the beginning of production, at least one time during production and at the end of each use.
 - b. All surfaces are to be cleaned and sanitized at the beginning of production, at least one time during production and at the end of each use.
 - c. Floors, walls, and ceilings are cleaned at the beginning of production, at least one time during production and at the end of each use.
 - d. Drain grates are to be lifted and all debris removed from drains at the end of each use. Replace grates.
3. Establishment Monitoring:
- a. Each User performs an organoleptic inspection prior to the start of operations and upon completion.
 - b. Each step of the sanitation procedure will be recorded on the appropriate Sanitation Check Sheet and turned in with all other paperwork to the Kitchen Coordinator at the end of each month.
 - c. The Kitchen Coordinator will regularly review the Sanitation Check Sheets for compliance and follow up.

II. Operational Sanitation:

Objective: Processing is performed under sanitary conditions to prevent direct and cross-contamination of food products.

A. Processing Operations:

1. Sanitary Procedures for Processing:
- a. Users thoroughly wash hands (with hot soapy water for a minimum of **20** seconds and dry with a paper towel) before starting work, after handling food, after smoking, after using the toilet and after using a handkerchief or tissue.
 - b. User's clean and sanitize knives, other hand tools, cutting boards, etc. as necessary during processing to prevent food contamination.
 - c. All cuts must be bandaged with waterproof protectors and watertight disposable gloves may be worn.
 - d. Users with open lesions, infected wounds, sore throats or any communicable disease shall not be permitted to work in the kitchen/processing areas.
 - e. No eating or drinking or use of tobacco products is allowed in the processing areas.

- f. Hairnets and beard nets are required in processing areas.
- g. Fingernails must be trimmed and clean. False fingernails are prohibited.
- h. No concurrent raw and cooked processing may be done in the same production space in order to prevent cross contamination.
- i. Clean and sanitize all food contact surfaces prior to starting work and after work is finished.
- j. Disposable gloves are to be worn when handling ready-to-eat foods.
- k. All food placed in refrigerator, cooler and freezer must be securely covered and labeled with owners name, common food name and date.
- l. All Users must be aware of potential food safety hazards from food stored above or beside User's food.
- m. Only detergents, cleaning supplies and chemicals provided by the RSK are to be used unless otherwise approved by the Kitchen Coordinator. No detergents or chemicals are allowed in food production area; all cleaning supplies are stored in the janitor's closet.
- n. Users will need to supply personal cleaning cloths, oven mitts, towels, aprons and utensils.
- o. Cooler and freezer temperatures must be recorded each day.

2. Monitoring and Record Keeping:

- a. The User is responsible for ensuring that hygiene practices, product traffic patterns, sanitary product handling procedures, and cleaning procedures are maintained during their production shift.
- b. The User is responsible for recording the sanitation procedure on the Sanitation Check Sheet for the production shift.
- c. The Kitchen Manager will review and monitor the Sanitation Check Sheets for accuracy and deficiencies regularly for compliance and follow up.

3. Corrective Actions:

- a. When the User or Kitchen Coordinator identifies sanitation problems, User's production stops and the appropriate actions are taken to correct the sanitation problems.
- b. Corrective actions are recorded on the Sanitation Check Sheets.
- c. Kitchen Coordinator will review and monitor the Sanitation Check Sheets for the accuracy and appropriateness of the corrective action.
- d. "Contaminated" products will be labeled "Inedible" and discarded properly.

III. Operational Safety:

Objective: Processing is performed under safe conditions to prevent personal injuries.

A. Safety procedures for processing:

1. Work Attire:

- a. No baggy clothes are allowed as the risk of getting caught in the equipment exists and severe injuries can occur.
- b. Shorts are not allowed.
- c. In certain jobs where clothes may become soiled quite rapidly, an apron must be worn for additional protection against product contamination.
- d. Only low heel type shoes or approved safety, non-slip shoes are permitted in the production area.
- e. No open toed shoes will be allowed.
- f. Users, who wear eyeglasses and work in processing over open kettles or other containers of product, must secure glasses with a band or cord to prevent them from falling into the product.
- g. Objects such as pens, thermometers, etc. which can fall into open containers and contaminate product, may not be kept in pockets above waist level.

2. General Safety:

- a. Only trained, authorized, facility Users are permitted in the processing area. Children are not permitted in the processing area at any time.
- b. All areas of production should be neat and clean. Clean up all spills immediately.
- c. Trash and waste should be placed in designated receptacles and kept away from processing areas and packaging lines.
- d. A clear path to all exits of the building and fire equipment must be maintained at all times.
- e. Running or horseplay is prohibited.
- f. Federal regulations prohibit eating or drinking in the restrooms and production areas.
- g. Smoking allowed at outside, designated areas ONLY.
- h. Animals are prohibited.

IV. Pest Control Management:

Objective: The insect and pest control program is a vital part of the Regional Shared-Use Kitchen to ensure sanitary conditions for processing foods in the facility.

1. Pest Control Management:

- a. If a potential rodent or insect problem is detected, a complete wash-down must be completed.
- b. Visual inspections of the perimeter vantage points of entry will be increased.
- c. The existing pest control provider will be contacted immediately.
- d. Storage materials will be checked for harborage.
- e. Any sign of rodent activity or cracks & crevices will be sealed immediately

V. Good Manufacturing Practices (GMP) Policy

Objective: To ensure the safety of the food products manufactured at the Regional Shared-Use Kitchen. The RSK will use the GMP policies as its guide to managing the facility. Users of the facility will be educated about Good Manufacturing Policies during the Food Safety Orientation class.

The Good Manufacturing Practices as outline in 21CFR part 110 of the FDA Food Code are posted in the RSK and will be strictly adhered to. All Users of the RSK are responsible for their employees adhering to the GMP regulations.

Appendix G: Confidentiality and Non-Disclosure Agreement

This Agreement is by and between Dartmouth Grange No.162, Inc. Regional Shared-Use Kitchen, (“Owner”), and _____ (Company or person/s).

The parties intended to enter certain business negotiations and discussions or contracts and agreements which may require either party (the “Disclaimer”) to disclose to the other (the “Recipient”) certain information relating to some or all of the Discloser’s manufacturing or business data, some of which information will be proprietary and confidential (the “Confidential Information”).

Now, therefore, in consideration of the business negotiations and discussions and other good and valuation consideration, the parties agree as follows:

1. Neither party shall disclose nor use and Confidential Information except as expressly permitted hereby.
2. The Discloser shall designate Confidential Information as follows:
 - a. If disclosed in writing or electronically, the information shall be designated as confidential in writing or;
 - b. If disclosed orally, the information shall be considered confidential.
3. Any Confidential Information disclosed to the Recipient shall be treated and used by the Recipient only as follows:
 - a. The Confidential Information will be received and held in confidence by the Recipient and revealed only to its employees or agents who need to know such information in connection with the business discussions and negotiations or contracts and agreements between the parties;
 - b. The Recipient will take such steps as may be reasonably necessary to prevent the disclosure of Confidential Information to others, and insure that any employee or agent of the Recipient who received Confidential Information is bound by the Confidentiality obligation set forth in this agreement;
 - c. The Recipient will use such Confidential Information only in connection with (i) the evaluation of any contemplated business arrangements between the parties or (ii) a contractual relationship between the parties; The Recipient will use such Confidential Information for no other purpose and will not for any purpose whatsoever disclose it to any other third party, including but not limited to any employee or agent not bound by a confidentiality obligation to the Recipient without (i) the prior written approval of the Discloser and (ii) the written agreement of such third party to be bound by the terms of this agreement;
 - d. All Confidential Information is and will remain the property of the Discloser; and
 - e. The Confidential Information will not be copied or reproduced without prior written consent of the Discloser, except for Recipient’s internal use, such as, but not limited to, formulation development, production forms,

etc. All original material shall be returned to Discloser upon demand of Discloser.

4. The obligations of confidentiality set forth above shall not extend to any portion of the Confidential Information that:
 - a. Is not designated as Confidential Information by Discloser;
 - b. Is generally known to the trade or hereafter becomes generally available or known to the public or trade through no act or omission on the part of the Recipient;
 - c. Corresponds in substance to information furnished to the Recipient by any third party having lawful and unrestricted rights to do so; or
 - d. Is information which the Discloser agrees in writing to release from this agreement; or
 - f. Has been independently developed by the Recipient without reference to such Confidential Information.
5. The obligations of confidentiality hereunder shall terminate automatically immediately upon the Discloser's cessation of business for any reason. Following termination of this agreement, the Recipient shall be free of any obligations restricting disclosure or use of such Confidential Information, subject to any patents or trademark rights of the Discloser. No right or license is granted by implication or otherwise to information received from or to any patents, patent applications or trademarks of the Discloser.
6. This Confidentiality and Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

In witness whereof, and intending to be legally bound hereby, the parties have executed and delivered this agreement as of the date set forth below.

Owner: Dartmouth Grange No. 162, Inc. Regional Shared-Use Kitchen

By: _____

Title: _____

Company and/or person/s: _____

By: _____

Title: _____

Appendix H: Product Accountability and Recall Procedure

In order to identify and trace every batch of product processed at the Regional Shared-Use Kitchen (RSK) that will be resold, the following policy of product accountability will be strictly adhered to. The *Product Batch Report Form* will be used as the main reference point for all products processed in the RSK. The form must be filled out with each step checked off, initialed and dated by the owner as it is completed.

Product Accountability Procedure:

1. For every batch of processed product produced for resale, all of the following information must be recorded on the *Product Batch Report* form:
 - a. Company Name, owner's name, and complete brand name of product
 - b. A numbering or coding system, devised by the owner, must be assigned to each product batch. The identification code must be affixed to each container and/or to the packing box the product is shipped/stored in.
 - c. Date product was processed
 - d. Time of day and duration of processing time
 - e. The pH, processing temperature and any other required tests results must be noted
 - f. Quantity and size of filling packages or jars
 - g. Number of units produced of each product size
 - h. Where and how finished products are stored
 - i. Note any problems, conditions or corrective actions taken during processing
2. Individual records of each separate product batch must be kept even if the same product is processed on the same day.
3. A sample of each product batch processed must be securely stored with one copy of the corresponding *Product Batch Report*. This sample is to be used as a control product in case any follow up testing must be performed. These control samples must be kept for the required time limit.
4. One copy of the *Product Batch Report* must be placed on file with the RSK. The Owner must also keep one copy.

Product Tracking and Recall Policy

For purposes of insuring product safety and accountability, every product that is processed at the RSK must be tracked using the following procedure.

Product Tracking Procedure:

1. All products processed at the RSK must be accounted for.
2. The *Products Shipped Report* form must be filled out with the following information for each shipment of products:
 - a. Name of the Processing Company
 - b. What products were shipped
 - c. The batch number of the products
 - d. Amounts of each product shipped
 - e. Company address to which the products were shipped
 - f. Receiving contact person and phone, fax or email numbers
 - g. Date of shipping and expected arrival at destination
 - h. Mode of transportation and/or name of carrier company

Product Recall Procedure:

1. Before initiating a recall, the owner should gather and document pertinent information, including reasons for complaint, handling and storage status.
2. The control product should be tested and other businesses where your product is being sold for similar complaints.
3. If it becomes necessary to recall a product, a computerized standard form letter will be sent to all parties who received the product.
4. The letter will identify the product by name, size, batch number, date sent and explanation of the recall.
5. If brokers and/or distributors are to be involved, Owner needs to insure that they have proper systems, records and procedures in place to facilitate a recall if it is necessary.
6. Each owner will have to decide on his/her own Recall Replacement Procedure (i.e. will a product be replaced, or will there be monetary compensation).
7. If a recall is initiated, the Owner's insurance company should be contacted with the details.

Kitchen Reservation

Please print and sign your name next to the times you wish to utilize the Kitchen facility. Reservations are accepted on a first reserved, first served basis. All cancellations must be made 3 days in advance in order to avoid being billed for all scheduled time.

Date:			
5:00 AM		5:00 PM	
5:15 AM		5:15 PM	
5:30 AM		5:30 PM	
5:45 AM		5:45 PM	
6:00 AM		6:00 PM	
6:15 AM		6:15 PM	
6:30 AM		6:30 PM	
6:45 AM		6:45 PM	
7:00 AM		7:00 PM	
7:15 AM		7:15 PM	
7:30 AM		7:30 PM	
7:45 AM		7:45 PM	
8:00 AM		8:00 PM	
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4:00 PM		4:00 AM	
4:15 PM		4:15 AM	
4:30 PM		4:30 AM	
4:45 PM		4:45 AM	

Facility Incident Report

This form is to be used to document incidents concerning sanitation, security, equipment related issues, or any other problem needing documentation within the facility. Please include as much detail as possible. The form should be submitted to the Kitchen Coordinator upon completion.

Date of incident: _____

Person filing complaint: _____

Description of incident (please include names, locations and specific concerns if this incident concerns another User:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Date: _____

Printed Name: _____

Received by: _____

Date: _____

Sanitation Check Sheet

Business Name: _____

Month: _____

Inspected By: _____

Area	Issue	Specific Description	Pre-ops (X)	Ops (X)	Post-ops (X)	Corrective Action

Key:

Area

EX – Exterior of the building
 DS – Dry storage area
 F – Freezer
 C- Cooler
 DR – Dressing/Restroom
 DP – Dry Processing Area
 WP – Wet Processing Area
 JC – Janitorial Closet

Issue

HK – Housekeeping
 GMP – Good Management Practices
 M – Maintenance
 PC – Pest Control

Product Batch Report

Company Name: _____

Company Owner: _____

Product Name: _____

Date of Processing: _____ Product Batch Number: _____

Processing Time (hr/min): _____ Processing Duration: _____

pH _____ Temperature _____

Quantity of packages/jars: _____

Number of units produced:

Number	Unit
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Location of stored finished product: _____

Method of Storage:

freezer cooler shelf removed from facility other (specify) _____

Notes (include any problems that occurred during processing and what corrective actions were taken):

Products Shipped Report

Company Name: _____

Products Shipped: _____

Batch Number: _____ Quantity Shipped: _____

Recipient Information

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Contact Person: _____

Date of Shipping: _____ Anticipated Arrival: _____

Mode of Transportation: _____

Name of Transport Company: _____